



*Erroy D. Baca, Sheriff*

*County of Los Angeles*  
**Sheriff's Department Headquarters**

*4700 Ramona Boulevard  
Monterey Park, California 91754-2169*



December 14, 2012

Joint Powers Authority  
4700 Ramona Blvd., 4<sup>th</sup> Floor  
Monterey Park, CA 91754-2169

Dear Joint Powers Authority,

**APPROVAL OF A TWO YEAR CONTRACT WITH OPTIONS TO EXTEND  
THE CONTRACT FOR THREE ONE YEAR PERIODS TO PROVIDE  
PREVENTATIVE MAINTENANCE SERVICE FOR THE AIR CONDITIONING  
AND RELATED MECHANICAL SYSTEMS AT THE LOS ANGELES  
REGIONAL CRIME LABORATORY FACILITY AND OF PRIOR  
MAINTENANCE EXPENDITURES**

**THE RECOMMENDED ACTIONS:**

1. Approve and authorize the Chair to sign a contract, attached hereto as Attachment A, with Control Air Conditioning Service Corporation to provide preventative maintenance services for the air conditioning and related mechanical systems at the Hertzberg-Davis Forensic Science Center for a period of two (2) years with an option for three (3) one year extensions. The cost of service for the first year is \$85,053. The cost of service for the second year is \$87,179.
2. Authorize the Chair to approve funds of \$30,000 from the annual operating budget for each of the first two years of the contract for emergency or unscheduled repair services where necessary.
3. Authorize the Chair to approve funds totaling \$116,543.82 for maintenance services prior to the execution of this contract with Control Air Conditioning Service Corporation.

*A Tradition of Service Since 1850*

## **PURPOSE OF THE RECOMMENDED ACTIONS**

Approval of the first and second recommended actions will allow the Authority to contract for comprehensive preventative maintenance services and any necessary emergency services for the air conditioning and related mechanical systems at the Hertzberg-Davis Forensic Science Center (HDFSC). The term of the contract will be for two (2) years with options to extend the contract for three (3) one year periods.

The third recommended action is needed to (1) approve payment rendered to Control Air Conditioning Service Corporation for the cost of unexpected and necessary repairs and services in excess of the maximum contract sum under Contract No. JPAC-001, and (2) approve expenditures from the time Contract No. JPAC-001 expired on October 3, 2012 until the commencement of the recommended new contract on December 14, 2012.

## **JUSTIFICATION**

The air conditioning and related mechanical systems installed within the Hertzberg – Davis Forensic Science Center are extremely complex. Because of this complexity and the sensitive nature of many items of evidentiary value, a preventative maintenance contract for the equipment service is necessary. Additionally, a preventative maintenance contract is the most cost effective method of maintaining the mechanical systems. This is due to the contractor's ability to provide a variety of skilled workers on an as-needed basis thus eliminating the need for the Authority to employ several fulltime workers, each with the necessary expertise required to maintain the individual components of the system. The existing contract with Control Air Conditioning Service Corporation expired October 3, 2012.

## **FINANCING**

The cost for the first year of service is attributed to the line item labeled "2.2 Preventative Maintenance" on the proposed fiscal year 2012/13 operating budget and will carry over into the first half of the fiscal year 2013/14 operating budget. The proposed fiscal year 2012/13 budget allocation for Preventative Maintenance service is \$146,808, and is more than adequate to cover the cost of the first year of service (\$85,053). The cost of the second year of service is \$87,179, and will be factored in to the fiscal year 2013/14 purposed operating budget.

The cost for the first year of contingency funding is attributed to the line item labeled "2.1 General Maintenance" on the proposed fiscal year 2012/13 operating budget and will carry over into the first quarter of the fiscal year 2013/14 operating budget. The proposed fiscal year 2012/13 budget allocation for General Maintenance service is

\$400,000, and is more than adequate to cover the cost of the first year of contingency funding (\$30,000). The cost of the second year of contingency funding is also \$30,000, and will be factored into the fiscal year 2013/14 purposed operating budget.

The cost for the additional funding was factored into fiscal year 2011-12 approved and fiscal year 2012-13 proposed operating budgets as a portion of Preventative Maintenance on line item 2.2.

### **CONTRACTING PROCESS**

The contracted services were solicited utilizing contract procedures established by the County of Los Angeles and approved purchasing procedures for the Los Angeles County Sheriff's Department.

The Sheriff's Department issued an Invitation for Bids (IFB), on behalf of the JPA, for a contractor to provide Heating, Ventilation and Air Conditioning (HVAC) Equipment Maintenance and Repair Services for the HDFSC. The existing contract expired on October 3, 2012. The new contract commences on December 14, 2012. The IFB was released on March 16, 2012. Three (3) bids were received by the due date of April 27, 2012. Control Air Service was determined to be the most responsible and responsive low bidder.

This Board Letter and the attached contract have been reviewed and approved as to form by County Counsel and the City Attorney.

### **ENVIRONMENTAL DOCUMENTATION**

The recommended action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, as it consists of the operation, repair, maintenance of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. In addition, approval of this contract is not subject to CEQA pursuant to CEQA Guidelines Section 15378.

### **CONCLUSION**

Please return all approved copies of this letter to the Los Angeles County Sheriff's Department.

Respectfully submitted,



J. Scott McIntyre, Manager I  
Crime Lab Facility Manager

Adopted and Approved

\_\_\_\_\_  
Lisa M. Chavez,  
Vice President of Administration and Finance  
California State University, Los Angeles  
Chairperson of the Joint Powers Authority

Date: \_\_\_\_\_



**Hertzberg-Davis Forensic Science Center  
1800 Paseo Rancho Castilla. Los Angeles, CA 90032**

**Los Angeles Regional Crime Laboratory Facility Authority**



**JIPA**

**Joint Powers Authority**

**Control Air Conditioning Service Corporation  
Contract No.**

**HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT**

**MAINTENANCE AND REPAIR SERVICES**

**FOR THE**

**HERTZBERG-DAVIS FORENSIC SCIENCE CENTER**

**BY AND BETWEEN**

**LOS ANGELES REGIONAL CRIME LABORATORY FACILITY**

**JOINT EXERCISE OF POWERS AUTHORITY**

**AND**

**CONTROL AIR CONDITIONING SERVICE CORPORATION**

LOS ANGELES REGIONAL CRIME LABORATORY FACILITY  
JOINT EXERCISE OF POWERS AUTHORITY AGREEMENT

Table of Contents

RECITALS .....	1
1. AGREEMENT AND INTERPRETATION.....	1
1.1 Agreement.....	1
1.2 Interpretation.....	1
1.3 Additional Terms and Conditions.....	2
1.4 Construction.....	2
2. DEFINITIONS.....	2
3. ADMINISTRATION OF AGREEMENT – JPA.....	4
3.1 JPA Project Director. ....	4
3.2 JPA Facility Manager.....	4
3.3 Consolidation of Duties.....	5
3.4 JPA Personnel.....	5
4. ADMINISTRATION OF AGREEMENT – CONTRACTOR.....	5
4.1 Contractor Project Director. ....	5
4.2 Contractor Project Manager.....	6
4.3 Approval of Contractor’s Staff. ....	6
5. WORK; APPROVAL AND ACCEPTANCE.....	7
6.1 General.....	7
6. CHANGE ORDERS AND AMENDMENTS.....	7
6.1 General.....	7
6.2 Audit of Change Order Work.....	8
7. TERM .....	8
8. PRICES AND FEES.....	8
8.1 General.....	8
8.2 Maximum Contract Sum .....	8
9. JPA’S OBLIGATION FOR FUTURE FISCAL YEARS .....	9



10.	INVOICES AND PAYMENTS.....	9
10.1	Approval of Invoices .....	9
10.2	Detail .....	9
10.3	No Out-of-Pocket Expenses .....	10
10.4	Contractor Responsibility .....	10
10.5	Invoice Discrepancy Report.....	10
10.6	JPA's Right to Withhold .....	10
11.	LIQUIDATED DAMAGES.....	10
12.	NOTICES .....	11
13.	ARM'S LENGTH NEGOTIATIONS.....	12
14.	SURVIVAL.....	12

#### EXHIBITS

- EXHIBIT A – ADDITIONAL TERMS AND CONDITIONS
- EXHIBIT B – STATEMENT OF WORK
- EXHIBIT C – EQUIPMENT LIST AND PRICE SCHEDULE
- EXHIBIT D – MAINTENANCE SCHEDULE
- EXHIBIT E1 – CONTRACTOR'S EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT
- EXHIBIT E2 - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT



## **RECITALS**

THIS AGREEMENT is entered into as of December 14, 2012 by and between the Los Angeles Regional Crime Laboratory Facility Joint Exercise of Power Authority ("JPA") and Control Air Conditioning Service Corporation, a California corporation located at 5200 E. La Palma, Anaheim, California 92807 ("Contractor"), for the Los Angeles Regional Crime Laboratory Facility, also known as the Hertzberg-Davis Forensic Science Center ("HDFSC"), located at 1800 Paseo Rancho Castilla, Los Angeles, California 90032.

WHEREAS, the JPA desires to contract for maintenance and repair services of the heating, ventilation, and air conditioning (HVAC) equipment for the HDFSC.

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide such HVAC maintenance and repair services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to Government Code Section 6500 et seq.

NOW THEREFORE, In consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JPA and Contractor agree as follows:

### **1. AGREEMENT AND INTERPRETATION**

1.1 Agreement. This base document along with Exhibits A through E, any schedules attached hereto or thereto, and any Change Order or amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between JPA and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

1.2.1. Exhibit A – Additional Terms and Conditions

1.2.2. Exhibit B – Statement of Work

1.2.3. Exhibit C – Equipment List and Price Schedule

1.2.4. Exhibit D -- Maintenance Schedule

1.2.5 Exhibit E1 -- Contractor's Employee Acknowledgment and Confidentiality Agreement

1.2.6 Exhibit E2 -- Contractor Non-Employee Acknowledgment and Confidentiality Agreement

- 1.3 Additional Terms and Conditions. Without limiting the generality of Subparagraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.
- 1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, attachments, Exhibits, and Schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

## 2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement).
- 2.2 "Amendment" has the meaning set forth in paragraph 6 (Change Orders and Amendments)
- 2.3 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.4 "Change Order and Amendment" has the meaning set forth in Paragraph 6 (Change Orders and Amendments)
- 2.5 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director).
- 2.6 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager).

- 2.7 “JPA Project Director” has the meaning set forth in Paragraph 3.1 (JPA Project Director).
- 2.8 “JPA Facility Manager” has the meaning set forth in Paragraph 3.2 (JPA Facility Manager).
- 2.9 “Dispute Resolution Procedure” has the meaning set forth in Paragraph 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.10 “Effective Date” shall be December 14, 2012, provided it is after the date on which this Agreement has been executed by all parties and approved by the JPA.
- 2.11 “Hourly Labor Rate” means, for Contractor’s personnel, the fully burdened hourly rates set forth in Exhibit C (Equipment List and Price Schedule), each of which such rates includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.
- 2.12 “Initial Term” has the meaning set forth in Paragraph 7 (Term).
- 2.13 “Invoice Discrepancy Report” or “IDR” has the meaning set forth in Paragraph 10.5 (Invoice Discrepancy Report).
- 2.14 “Maximum Contract Sum” has the meaning set forth in Paragraph 8 (Prices and Fees).
- 2.15 “Option Term” has the meaning set forth in Paragraph 7 (Term).
- 2.16 “Statement of Work” or “SOW” means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, as the same may be amended by any approved Change Order or Amendment.
- 2.17 “Tax” and “Taxes” means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.18 “Term” has the meaning set forth in Paragraph 7 (Term).
- 2.19 “Work” means any and all Tasks, Subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and Amendments hereto.

### **3. ADMINISTRATION OF AGREEMENT – JPA**

#### **3.1 JPA Project Director.**

3.1.1 “JPA Project Director” for this Agreement shall be the following person:

William C. Dibble  
Director, Facilities Services Bureau  
Sheriff's Department  
1000 South Fremont Avenue  
Alhambra CA 90604  
Tel. No. (626) 300-3040  
Fax. No. (323) 415-1047  
Email. WCDibble@lasd.org

3.1.2 JPA will notify Contractor of any change in the name or address of JPA Project Director.

3.1.3 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, JPA Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate JPA in any respect whatsoever.

3.1.4 JPA Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

#### **3.2 JPA Facility Manager.**

3.2.1 “JPA Facility Manager” for this Agreement shall be the following person:

John (Scott) McIntyre  
Manager, Facilities Services Bureau  
Sheriff's Department  
1800 Paseo Rancho Castilla  
Los Angeles CA 90032  
Tel. No. (562) 824-4528  
Fax. No. (323) 415-1038  
Email. jsmcinty@lasd.org

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to JPA Facility Manager, such notice, report, or other delivery shall be made to JPA Facility Manager in accordance with the notice information set forth above or in accordance with such other notice information as JPA may notify Contractor from time to time pursuant to Subparagraph 3.2.2.

- 3.2.2 JPA shall notify Contractor of any change in the name or address of the JPA Facility Manager.
  - 3.2.3 The JPA Facility Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time given to such person by JPA.
  - 3.2.4 JPA Facility Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate JPA in any respect whatsoever.
  - 3.2.5 JPA Facility Manager shall advise JPA Project Director as to Contractor's performance in areas relating to technical requirements and standards, JPA policy, information requirements, and procedural requirements.
- 3.3 Consolidation of Duties. JPA reserves the right to consolidate the duties of JPA Project Director, which duties are enumerated in Paragraph 3.1 (JPA Project Director), and the duties of JPA Facility Manager, which duties are enumerated in Paragraph 3.2 (JPA Facility Manager), into one JPA position, and to assign all such duties to one individual who will act as JPA's liaison in all matters relating to this Agreement. JPA will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Paragraph 3.3.
- 3.4 JPA Personnel. All JPA personnel assigned to this Agreement shall be under the exclusive supervision of JPA. Contractor understands and agrees that all such JPA personnel are assigned only for the convenience of JPA.

#### **4. ADMINISTRATION OF AGREEMENT – CONTRACTOR**

##### **4.1 Contractor Project Director.**

- 4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Kent D. Kreutziger  
5200 E. La Palma Avenue  
Anaheim, California 92807  
Tel. No. (714)777-6111  
Fax No. (714)777-9888  
Email: [kkreutziger@controlac.com](mailto:kkreutziger@controlac.com)

4.1.2 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Director shall be available to meet and confer with JPA Project Director at least monthly in person or by phone, to review project progress and discuss project coordination.

4.2 Contractor Project Manager.

4.2.1 The "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

James Kish  
5200 E. La Palma Avenue  
Anaheim, California 92807  
Tel. No.(714) 785-6716  
Fax No. (714) 777-9888  
Email: [jkish@controlaircorp.com](mailto:jkish@controlaircorp.com)

4.2.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

4.2.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than monthly, with JPA.

4.3 Approval of Contractor's Staff.

4.3.1 JPA approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1. JPA Project Director has the right to approve or disapprove any proposed replacement for the Contractor Project Director and the Contractor Project Manager. If Contractor desires to replace, or if JPA, at its discretion, requires removal of, either the Contractor Project Director or the Contractor Project Manager, Contractor shall provide JPA with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. JPA shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2 In the event Contractor should desire to remove the Contractor Project Director or Contractor Project Manager from performing Work under this Agreement, Contractor shall provide JPA with notice at least fifteen (15)



days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and shall work with JPA on a mutually agreeable transition plan so as to ensure project continuity.

4.3.3 Contractor shall promptly fill any vacancy in Contractor Project Director or Contractor Project Manager position with individuals having qualifications at least equivalent to those of Contractor Personnel being replaced.

4.3.4 All staff employed by and on behalf of Contractor shall be adults who are legally eligible to work under the laws of the United States of America and the State of California. The Contractor Project Director or Contractor Project Manager and all other members of Contractor's staff who have direct contact with JPA (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

## **5. WORK; APPROVAL AND ACCEPTANCE**

### **General**

Contractor acknowledges that, subject to this Paragraph 5 (Work; Approval and Acceptance), payment for all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable on a quarterly basis in accordance with the terms and conditions of this Agreement, including this Paragraph 5 (Work; Approval and Acceptance), Paragraph 8 (Prices and Fees), and Paragraph 10 (Invoices and Payments).

## **6. CHANGE ORDERS AND AMENDMENTS**

No representative of either JPA or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

### **6.1 General**

JPA reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both JPA Project Director, with the concurrence of JPA Counsel, and Contractor Project Director. To the extent that extensions of time for Contractor performance do not impact either the scope of



Work or cost of this Agreement, JPA Project Director, in JPA Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.

- 6.1.2 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and Conditions), then a negotiated Amendment to this Agreement shall be executed by the JPA and Contractor.

6.2 Audit of Change Order Work.

JPA is entitled to audit, in accordance with Paragraph 28.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7. TERM

The term of this Agreement shall commence December 14, 2012 and shall continue for a period of two (2) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term"). The JPA has the option, at the JPA's discretion and upon notice to Contractor no later than thirty (30) days prior to the end of the then-current period of the Term, to extend the term of this Agreement for up to three (3) additional one (1) year periods in any increment (each an "Option Term"). As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Contractor shall notify the JPA Facility Manager and JPA Project Director when the Initial Term, or when each Option Term, as the case may be, is within three (3) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Paragraph 7 (Term).

8. PRICES AND FEES

8.1 General

The prices and fees for this Agreement shall be the amount payable by JPA to Contractor for performing all Work required under this Agreement. The Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Maximum Contract Sum

The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by JPA to Contractor for providing required Work

under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by JPA hereunder shall in no event, expressly or by implication, exceed \$597,064.00 as follows:

8.2.1 \$85,053.00 for Year 1, \$87,179.00 for Year 2, \$89,358.00 for Optional Year 3, \$91,592.00 for Optional Year 4, and \$93,882.00 for Optional Year 5 for HVAC Maintenance and Repair Services, as set forth in Exhibit C (Equipment List and Price Schedule).

8.2.2 \$150,000.00 for Emergency or Unscheduled Repair Services where necessary as set forth in Exhibit C (Equipment List and Price Schedule).

## **9. JPA'S OBLIGATION FOR FUTURE FISCAL YEARS**

9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, JPA shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of JPA's future fiscal years unless and until the JPA appropriates funds for this Agreement in JPA's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). JPA shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

9.2 The Agreement (annual, monthly, hourly) rates are firm and fixed.

## **10. INVOICES AND PAYMENTS**

### **10.1 Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of JPA Facility Manager, as evidenced by his countersignature, prior to any payment thereof. In no event shall JPA be liable or responsible for any payment prior to such written approval.

### **10.2 Detail. Each invoice submitted by Contractor shall include:**

10.2.1 The services, or other Work as described in Exhibit B (Statement of Work) and Exhibit C (Equipment List and Price Schedule) for which payment is claimed and the amount of payment therefor.

### 10.3 No Out-of-Pocket Expenses.

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by JPA. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

### 10.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to JPA. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

### 10.5 Invoice Discrepancy Report

The JPA Facility Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report" (or "IDR") to Contractor within ten (10) Business Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the JPA Facility Manager a written explanation detailing the basis for the charges within ten (10) Business Days of receipt of the IDR from the JPA Facility Manager. If the JPA Facility Manager does not receive a written response from Contractor within ten (10) Business Days of JPA's notice to Contractor of an IDR, then JPA payment will be made, less the disputed charges.

### 10.6 JPA's Right to Withhold

In addition to any rights of JPA provided in this Agreement, or at law or in equity, JPA may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided JPA approved Work.

## 11. LIQUIDATED DAMAGES

11.1 If, in the judgment of the JPA Project Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the JPA Project Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to the Contractor from the JPA will be forwarded to the Contractor by the JPA Project Director in a written notice describing the reasons for said action.

11.2 If the JPA Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, the JPA Project Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the JPA Project Director may:

- 11.2.1 Deduct from the Contractor's payment, pro rata, those applicable portions of the quarterly contract sum; or
  - 11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is fifty dollars (\$50.00) per day per infraction, and that the Contractor shall be liable to the JPA for liquidated damages in the said amount. Said amount shall be deducted from the JPA's payment to the Contractor; and/or
  - 11.2.3 Upon giving five (5) Business Days' notice to the Contractor for failure to correct the deficiencies, the JPA Project Director may correct any and all deficiencies and the total costs incurred by the JPA for completion of the Work by an alternate source, whether it be JPA forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the JPA, as determined by JPA Project Director.
- 11.3 The action noted in Subparagraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover the JPA cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.
- 11.4 This Subparagraph shall not, in any manner, restrict or limit the JPA's right to damages for any breach of this Agreement provided by law or as specified in the PRS or Subparagraph 11.2, and shall not, in any manner, restrict or limit the JPA's right to terminate the Agreement as agreed to herein.

## **12. NOTICES**

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) Business Days prior notice in accordance with the procedures set forth above, to the other party.

To JPA: (1) Los Angeles Regional Crime Laboratory Facility  
Joint Exercise of Powers Authority  
Hertzberg-Davis Forensic Science Center  
1800 Paseo Rancho Castilla  
Los Angeles CA 90032  
Attention : John Scott McIntyre  
Facsimile: (323) 415-1038

with a copy to:

(2) Los Angeles County Sheriff's Department  
Contracts Unit  
4700 Ramona Boulevard, Room 214  
Monterey Park, CA 91754-2169  
Attention: Marcelle Murr  
Facsimile: (323) 415-4389

To Contractor: James Kish, Project Manager  
5200 E. La Palma Avenue  
Anaheim, California 92807  
Facsimile: (714) 777-9888

The JPA Project Director shall have the authority to issue all notices or demands, which are required or permitted by JPA under this Agreement.

### **13. ARM'S LENGTH NEGOTIATIONS**

This Agreement is the product of an arm's length negotiation between Contractor and JPA. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

### **14. SURVIVAL**


The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 8, 10, 11, 12, 13, and 14, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT  
BETWEEN LOS ANGELES REGIONAL CRIME LABORATORY FACILITY  
JOINT EXERCISE OF POWERS AUTHORITY  
AND  
CONTROL AIR CONDITIONING SERVICE CORPORATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the 14<sup>th</sup> day of December 2012.

CONTROL AIR CONDITIONING  
SERVICE CORPORATION

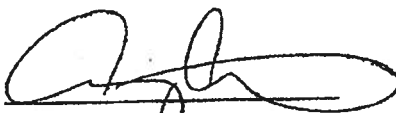
LOS ANGELES REGIONAL CRIME  
LABORATORY FACILITY AUTHORITY

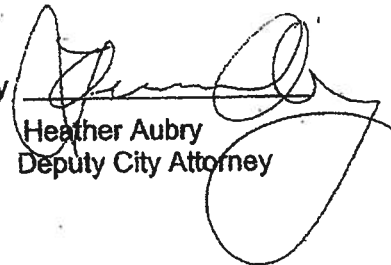
By   
Kenderick G. Ellis  
President

By \_\_\_\_\_  
Chairperson

APPROVED AS TO FORM:  
JOHN F. KRATTLI, COUNTY  
COUNSEL

APPROVED AS TO FORM:  
CARMEN A. TRUTANICH, CITY  
ATTORNEY

By   
Amy M. Caves  
Senior Deputy County Counsel

By   
Heather Aubry  
Deputy City Attorney

## **EXHIBIT A**

### **ADDITIONAL TERMS AND CONDITIONS**



## TABLE OF CONTENTS

	<u>Page</u>
1.0 SUBCONTRACTING.....	1
2.0 DISPUTE RESOLUTION PROCEDURE.....	3
3.0 CONFIDENTIALITY.....	5
4.0 TERMINATION FOR INSOLVENCY. ....	7
5.0 TERMINATION FOR DEFAULT.....	8
6.0 TERMINATION FOR CONVENIENCE.....	9
7.0 TERMINATION FOR IMPROPER CONSIDERATION. ....	9
8.0 TERMINATION FOR GRATUITIES.....	9
9.0 EFFECT OF TERMINATION.....	10
10.0 WARRANTY AGAINST CONTINGENT FEES. ....	11
11.0 AUTHORIZATION WARRANTY.....	11
12.0 FURTHER WARRANTIES .....	11
13.0 INDEMNIFICATION AND INSURANCE .....	12
14.0 INTELLECTUAL PROPERTY INDEMNIFICATION.....	15
15.0 FORCE MAJEURE.....	15
16.0 COMPLIANCE WITH APPLICABLE LAW .....	16
17.0 EMPLOYMENT ELIGIBILITY VERIFICATION. ....	16
18.0 CONFLICT OF INTEREST.....	16
19.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION.....	17
20.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE.....	17
21.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST.....	17
22.0 BACKGROUND AND SECURITY INVESTIGATIONS .....	18

**TABLE OF CONTENTS**  
(continued)

	<u>Page</u>
23.0 ACCESS TO JPA FACILITIES .....	18
24.0 JPA FACILITY OFFICE SPACE .....	18
25.0 DAMAGE TO JPA FACILITIES, BUILDINGS, OR GROUNDS. ....	19
26.0 ASSIGNMENT BY CONTRACTOR .....	19
27.0 INDEPENDENT CONTRACTOR STATUS. ....	20
28.0 RECORDS, AUDITS, AND PUBLIC RECORDS ACT .....	20
29.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES .....	22
30.0 NO THIRD PARTY BENEFICIARIES .....	22
31.0 MOST FAVORED PUBLIC ENTITY .....	22
32.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT .....	23
33.0 WAIVER .....	23
34.0 GOVERNING LAW, JURISDICTION, AND VENUE .....	23
35.0 FAIR LABOR STANDARDS .....	23
36.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES .....	23
37.0 SEVERABILITY .....	25
38.0 RIGHTS AND REMEDIES .....	25
39.0 FACSIMILE .....	25

## EXHIBIT A

### ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used in this Exhibit A (Additional Terms and Conditions), this "Exhibit" have the meanings given to such terms in the base document of the Agreement.

#### **1.0 SUBCONTRACTING**

##### **1.1 General**

JPA has relied, in entering into the Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement, except in accordance with the procedures set forth in this Paragraph 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Agreement, upon which the Los Angeles Regional Crime Laboratory Facility Joint Exercise of Powers Authority (JPA) may immediately terminate the Agreement.

##### **1.2 Procedure for Subcontracting**

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Agreement to any subcontractor, Contractor shall adhere to the following procedures.

- 1.2.1 Contractor shall notify the JPA Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.
- 1.2.2 The identity of such subcontractor and why such subcontractor was selected.
- 1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Agreement.
- 1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:
  - i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party

may be changed or amended, as applicable, only with the prior written approval of the JPA Project Director, which approval shall not be unreasonably withheld; and

- ii. Any other information and/or certifications reasonably requested by JPA.

The JPA Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way JPA's prior approval rights, Contractor shall deliver to the JPA Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

- 1.2.5 Contractor shall obtain an executed subcontractor Employee Acknowledgment and Confidentiality (see Exhibit E1 (Contractor's Employee Acknowledgement and Confidentiality Contract)) for each of subcontractor's employees performing Work under the subcontract. Such Contracts shall be delivered to the JPA Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

### 1.3 Contractor Responsibilities.

- 1.3.1 Notwithstanding any JPA consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Agreement, including the obligation properly to supervise, coordinate, and perform, all Work required hereunder, and no subcontract shall bind or purport to bind JPA. Further, JPA approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to JPA.
- 1.3.2 In the event that JPA consents to any subcontracting, such consent shall be subject to JPA's right to reject any and all subcontractor personnel providing services under such subcontract.
- 1.3.3 In the event that JPA consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by and shall be deemed to have assumed and agreed to be bound by each and all of the provisions of the Agreement and any amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.
- 1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their



officers, employees, and agents. JPA shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

## **2.0 DISPUTE RESOLUTION PROCEDURE**

### **2.1 General**

Contractor and JPA agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

### **2.2 Continued Work**

Contractor and JPA agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by JPA for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that JPA, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or JPA as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against JPA for such costs. Contractor shall promptly reimburse JPA for such JPA costs, as determined by the JPA, or JPA may deduct or offset all such additional costs from any amounts due to Contractor from JPA.

2.2.2 If JPA fails to continue without delay to perform its responsibilities under the Agreement which JPA, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or JPA as a result of JPA's failure to continue to so perform shall be borne by JPA, and JPA shall make no claim whatsoever against Contractor for such costs. JPA shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by JPA.

### **2.3 Dispute Resolution Procedures**

In the event of any dispute between the parties with respect to the Agreement, Contractor and JPA shall submit the matter as follows:

- 2.3.1 Contractor and JPA shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Chairman of the Facility Management Committee of the Los Angeles Regional Crime Laboratory Facility. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

## 2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

## 2.5 Not Applicable to JPA's Right to Terminate

Notwithstanding any other provision of the Agreement, JPA's right to terminate the Agreement pursuant to Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), or Paragraph 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of JPA's rights, and shall not be deemed to impair any claims that Contractor may have against JPA or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.



### **3.0 CONFIDENTIALITY**

#### **3.1 General**

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to JPA an executed Contractor's Employee Acknowledgment and Confidentiality Contract (Exhibit E1 to the Agreement) for each of its employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

#### **3.2 Disclosure of Information.**

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to JPA all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than JPA without JPA's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to JPA or maintain such records and information according to the written procedures sent to Contractor by JPA for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the JPA Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with JPA to obtain relief from such obligations to disclose until JPA shall have been given a reasonable opportunity to obtain such relief.

### **3.3 Contractor Information**

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the JPA Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." JPA shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, JPA shall not be obligated in any way under this Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which JPA is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 19.0 (Resolicitation of Bids, Proposals, or Information).

### **3.4 Use of JPA Name**

In recognizing Contractor's need to identify its services and related clients to sustain itself, JPA shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of JPA without the prior written consent of the JPA Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of JPA, indicate in its proposals and sales materials that it has been awarded the Agreement with JPA, provided that the requirements of this Subparagraph 3.4 (Use of JPA Name) (other than the requirements set forth in Subparagraph 3.4.2) shall apply.
- 3.4.4 Notwithstanding anything herein to the contrary, JPA reserves the right to object to any use of JPA's name and Contractor shall cure promptly and prospectively any use of JPA's name that has been objected to by JPA.

### **3.5 Injunctive Relief**

Contractor acknowledges that a breach by Contractor of this Paragraph 3.0 (Confidentiality) may result in irreparable injury to JPA that may not be adequately compensated by monetary damages and that, in addition to JPA's other rights under the Agreement and at law and in equity, JPA shall have the right to injunctive relief to enforce the provisions of this Paragraph 3.0 (Confidentiality).

## **4.0 TERMINATION FOR INSOLVENCY**

4.1 JPA may terminate the Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of JPA provided in this Paragraph 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, JPA may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by JPA to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow JPA to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

## **5.0 TERMINATION FOR DEFAULT**

### **5.1 Event of Default**

JPA may, upon notice to Contractor, terminate the whole or any part of the Agreement if Contractor fails to perform or provide any Work within the times specified in the Agreement, or Contractor breaches or fails to perform or comply with any of the other provisions of the Agreement, including the applicable notice and cure periods, if any (if no cure period is specified in the Agreement, Contractor shall have ten (10) days following notice from the JPA Project Director specifying such breach or failure to cure prior to termination under this Paragraph 5.0 (Termination for Default), or such longer period as the JPA Project Director may authorize, in writing, but in no event shall the period, as extended by the JPA Project Director, exceed thirty (30) days), provided that nothing in this Subparagraph 5.1 shall in any way limit or modify any rights of JPA or obligations of Contractor relating to timely performance by Contractor as otherwise set forth in the Agreement.

### **5.2 Deemed Termination for Convenience**

If, after JPA has given notice of termination under the provisions of this Paragraph 5.0 (Termination for Default), it is determined by JPA or otherwise that Contractor was not in default under the provisions of this Paragraph 5.0 (Termination for Default), or that the default was excusable or curable under the provisions of this Paragraph 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit except that no additional notice shall be required to effect such termination.

### **5.3 Completion of Work**

Without limiting any of JPA's rights and remedies pursuant to the Agreement, upon the occurrence of any event giving rise to JPA's rights to terminate the Agreement, in whole or in part, pursuant to this Paragraph 5.0 (Termination for Default), JPA may, in lieu of such termination, (a) perform, or cause the performance of, any required correction, remedy and deficiency, replace any noncomplying Work, or take any other such action as may be reasonably required to promptly remedy such default, and (b) debit Contractor therefore at JPA's direct actual cost of outside labor and materials and JPA's burdened (including salary, employee benefits and reimbursement policies) rates for labor. Such debit shall be made against any amounts owed by JPA to Contractor under the Agreement. In the event JPA elects to proceed under this Subparagraph 5.3 (Completion of Work), any Work created, modified, or repaired by or at the direction of JPA shall be deemed Work under the Agreement.

## **6.0 TERMINATION FOR CONVENIENCE**

### **6.1 Termination for Convenience.**

The Agreement may be terminated, in whole or in part from time to time, by JPA in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after notice.

### **6.2 No Prejudice; Sole Remedy**

Nothing in this Paragraph 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the JPA in accordance with this Agreement and applicable law and JPA procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Subparagraph 6.2 shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Paragraph 6.0 (Termination for Convenience) by JPA.

## **7.0 TERMINATION FOR IMPROPER CONSIDERATION**

7.1 JPA may, upon notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any JPA officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, JPA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

7.2 Contractor shall immediately report any attempt by a JPA officer or employee to solicit such improper consideration. The report shall be made either to the JPA manager charged with the supervision of the employee or to the County of Los Angeles Auditor-Controller's employee fraud hotline at (800) 544-6861.

7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **8.0 TERMINATION FOR GRATUITIES**

JPA may, by notice to Contractor, terminate the right of Contractor to proceed under the Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer, employee, or agent of JPA with a view



toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing, of such contract. In the event of such termination, JPA shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **9.0 EFFECT OF TERMINATION**

### **9.1 Remedies**

In the event that JPA terminates the Agreement in whole or in part as provided in Paragraph 4.0 (Termination for Insolvency), Paragraph 5.0 (Termination for Default), Paragraph 6.0 (Termination for Convenience), Paragraph 7.0 (Termination for Improper Consideration), or Paragraph 8.0 (Termination for Gratuities), in each case, of this Exhibit, then:

- 9.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to JPA copies of all completed Work and Work that is in process, in a media reasonably requested by JPA, (c) promptly transfer and deliver all items previously paid for by JPA, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 9.1.2 Unless JPA has terminated the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit, JPA shall have the right to procure, upon such terms and in such a manner as JPA may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to JPA for, and shall promptly pay to JPA by cash payment, any and all excess costs reasonably incurred by JPA, as determined by JPA, to procure and furnish such similar goods, services, and other Work;
- 9.1.3 Contractor shall promptly return to JPA any and all of JPA's confidential information that relates to that portion of the Agreement or Work terminated by JPA;
- 9.1.4 Contractor shall tender promptly payment to JPA, and shall continue to tender payment for the duration, of any liquidated damages levied pursuant to Paragraph 11.0 (Liquidated Damages), of the Agreement, to the extent applicable; and
- 9.1.5 Contractor and JPA shall continue the performance of the Agreement to the extent not otherwise terminated.

### **9.2 Transition Services**

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with JPA in the transition by JPA to a new Contractor, toward the end that there be no interruption of the JPA's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if JPA terminates the Agreement pursuant to Paragraph 6.0 (Termination for Convenience) of this Exhibit or Subparagraph 5.2 (Deemed Termination for Convenience) of this Exhibit, Contractor shall perform transition services, and shall invoice JPA for such transition services determined in accordance with the rates specified in Exhibit C (Price Schedule) of the Agreement, in accordance with a transition plan to be agreed upon, in advance, by the JPA Project Director and the Contractor Project Director. Contractor further agrees that in the event that JPA terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at its own expense. In connection with the provision of any transition services pursuant to this Subparagraph 9.2 (Transition Services), Contractor shall provide to the JPA Project Director, on request by the JPA Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

### **9.3 Remedies Not Exclusive**

The rights and remedies of JPA set forth in this Paragraph 9.0 (Effect of Termination) are not exclusive of any other rights and remedies available to JPA at law or in equity, or under the Agreement.

## **10.0 WARRANTY AGAINST CONTINGENT FEES**

- 10.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 10.2 For breach of this warranty, JPA shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **11.0 AUTHORIZATION WARRANTY**

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

## **12.0 FURTHER WARRANTIES**



Contractor represents, warrants and further covenants and agrees to the following:

- 12.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part any goods acquired from Contractor, as applicable, until acceptance by the JPA.
- 12.2 At the time of delivery to and acceptance by JPA, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by JPA.
- 12.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in this Agreement, including the Statement of Work.
- 12.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 12.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

### **13.0 INDEMNIFICATION AND INSURANCE**

#### **13.1 Indemnification**

Contractor shall indemnify, defend, and hold harmless JPA, County of Los Angeles, City of Los Angeles, State of California, Trustees of the California State University, Department of General Services of the State of California, State Public Works Board of the State of California, and the Office of Emergency Services of the State of California, and their elected and appointed officers, employees, and agents (the "JPA Indemnitees") from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting, attorney and other professional fees) in any way arising from, connected with, or related to Contractor's, Contractor's agents', employees', officers', directors', or shareholders' acts, errors or omissions. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 13.0 (Indemnification and Insurance) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by JPA in writing, which approval shall not be unreasonably withheld or delayed. Contractor shall not, however, without JPA's prior written approval, accept any settlement, or enter a plea of guilty or *nolo contendere*, to any charge or claim that results in other than a monetary judgment against JPA Indemnitees, which monetary judgment shall not exceed Contractor's ability to pay and which shall be paid by Contractor.

### **13.2 General Insurance Requirements**

Without limiting Contractor's obligations of indemnification and defense of JPA Indemnitees, Contractor shall provide and maintain at its own expense during the Term the following programs of insurance covering its operations under the Agreement, as specified in this Subparagraph 13.2 (General Insurance Requirements). Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by JPA.

#### **13.2.1 Evidence of Insurance**

Certificates or other evidence of coverage satisfactory to the JPA's Project Manager, and shall be delivered to

Scott McIntyre  
Manager, Facilities Services Bureau  
Sheriff's Department  
1800 Paseo Rancho Castilla  
Los Angeles CA 90032

on or before the execution of the Agreement by the Board. Such certificates or other evidence shall at a minimum:

- (i) Specifically identify the Agreement;
- (ii) Clearly evidence all coverages required in the Agreement;
- (iii) Contain express conditions that JPA is to be given notice by registered mail at least thirty (30) days prior to any termination of any program of insurance, and, with respect to any modification of any program of insurance, at least thirty (30) days in advance or immediately following Contractor's first receipt of notice of modification in the event Contractor receives less than thirty (30) days advance notice of such modification;
- (iv) Include copies of the additional insured endorsement to the commercial general liability policy, naming all JPA Indemnitees as insureds for all activities arising from the Agreement; and
- (v) Identify any deductibles or self-insured retentions for JPA's approval. JPA retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to JPA Indemnitees, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the state of California.

### 13.2.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to JPA with an A.M. Best rating of not less than A:VII, unless otherwise approved by JPA's Project Manager.

### 13.2.3 Insurance Programs

At a minimum, Contractor shall maintain during the Term programs of insurance which consists of:

- (i) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

- (iii) Comprehensive auto liability insurance (written on an ISO policy form CA 00 01 or its equivalent) endorsed for owned, non-owned, and hired vehicles, or coverage for "any auto" with a limit of not less than one million dollars (\$1,000,000) per accident.
- (iv) Workers' compensation insurance in an amount and form required by the California Labor Code (or the labor code of any other applicable state), covering all persons for which Contractor is responsible and all risks to such persons under the Agreement. Such insurance shall include employer's liability coverage covering accident and disease. In respect of accident, the limit shall be no less than one million dollars (\$1,000,000) per accident, and, in respect of disease, the policy limit shall be no less than one million dollars (\$1,000,000) and one million dollars (\$1,000,000) for each employee.

### 13.2.4 Notification of Incidents, Claims or Suits

Contractor shall report to JPA:

- (i) Any accident or incident relating to services performed under the Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor or JPA. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (ii) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under the Agreement. Such report shall be made in writing within twenty-four

(24) hours of the earlier of service of process of such claim or lawsuit, or Contractor otherwise has knowledge of such claim or lawsuit.

- (iii) Any injury to a Contractor staff member which occurs on JPA property. This report shall be submitted on a JPA "Non-employee Injury Report" to the JPA Project Director. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- (v) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of JPA property, monies or securities entrusted to Contractor under the terms of the Agreement. Such report shall be made in writing within twenty-four (24) hours of occurrence.

### **13.3 Failure to Procure and Maintain Insurance**

Failure on the part of Contractor to procure and maintain all the required insurance shall constitute a material breach of the Agreement upon which JPA may terminate the Agreement pursuant to Paragraph 5.0 (Termination for Default) of this Exhibit and seek all remedies pursuant to Paragraph 9.0 (Effect of Termination) of this Exhibit, or alternatively, may purchase such required insurance coverage and debit Contractor pursuant to Subparagraph 5.3 (Completion of Work) of this Exhibit.

## **14.0 INTELLECTUAL PROPERTY INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless JPA Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit, from and against any and all liability (alleged or actual), including damages, losses, costs, fees and other expenses (including defense costs and legal, accounting and other expert, consulting, attorney, or other professional fees), for or by reason of any actual or alleged infringement of any patent, copyright, trademark, or other proprietary rights of any third party, or any actual or alleged trade secret disclosure of misappropriation, arising from or related to the operation of the Work under the Agreement (collectively referred to as "Infringement Claims").

## **15.0 FORCE MAJEURE**

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and

subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Paragraph 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

#### **16.0 COMPLIANCE WITH APPLICABLE LAW**

Contractor's activities hereunder shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference. Unless provided otherwise under the Agreement, Contractor shall have up to fifteen (15) days to correct any noncompliance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, and directives following notice from JPA including written copies of such applicable rules, regulations, ordinances, guidelines and directives.

#### **17.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

17.2 Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless JPA Indemnitees pursuant to Subparagraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or JPA in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

#### **18.0 CONFLICT OF INTEREST**

18.1 No JPA employee whose position with JPA enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or



economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in JPA's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence JPA's approval or ongoing evaluation of such Work.

- 18.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to JPA. Full written disclosure shall include identification of all persons implicated and a complete description of all relevant circumstances.

#### **19.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION**

- 19.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, JPA, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. JPA shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable JPA policies.
- 19.2 Contractor acknowledges that JPA, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

#### **20.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE**

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

#### **21.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST**

Contractor recognizes that JPA provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's



employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by Contractor, for which JPA may immediately terminate this Agreement.

## **22.0 BACKGROUND AND SECURITY INVESTIGATIONS**

- 22.1 At any time prior to or during the Term, the JPA may require that all Contractor staff, subcontractors and agents of Contractor performing Work under this Agreement undergo and pass, to the satisfaction of the JPA, a background investigation as a condition of beginning and continuing Work under this Agreement. JPA shall use its discretion in determining the method of background investigation to be used, up to and including a fingerprint security clearance.
- 22.2 If any of the Contractor's staff, subcontractors or agents do not pass the background clearance investigation, the JPA may require that the individual immediately be removed from performing Work at any time during the Term. JPA will not provide to Contractor or to the individual any information obtained through the JPA's background investigation.
- 22.3 JPA may immediately deny or terminate facility access to Contractor's staff, subcontractors or agents who do not pass such investigation(s) to the satisfaction of the JPA, or whose background or conduct is incompatible with JPA facility access, at the sole discretion of the JPA.
- 22.4 Disqualification, if any, of Contractor staff, subcontractors or agents pursuant to this Paragraph 34.0 shall not relieve Contractor of its obligations to complete all Work in accordance with the terms and conditions of this Agreement.

## **23.0 ACCESS TO JPA FACILITIES**

Contractor, its employees, and agents will be granted access to JPA facilities, subject to Contractor's prior notification to the JPA Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in JPA facilities. While present at JPA facilities, Contractor's personnel shall be accompanied by JPA personnel at all times, unless this requirement is waived in writing prior to such event by the JPA Project Director.

## **24.0 JPA FACILITY OFFICE SPACE**

In order for Contractor to perform services hereunder and only for the performance of such services, JPA may elect, subject to JPA's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the JPA Project Director, at JPA facilities, on a non-exclusive use basis. JPA shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement.

JPA disclaims any and all responsibility for the loss, theft or damage of any property or material left at such JPA office space by Contractor.

## **25.0 DAMAGE TO JPA FACILITIES, BUILDINGS, OR GROUNDS**

25.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to JPA facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

25.2 If Contractor fails to make timely repairs, JPA may make any necessary repairs. All costs incurred by JPA, as determined by JPA, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all JPA's other rights and remedies provided at law or equity, or under the Agreement, JPA may deduct such costs from any amounts due to Contractor from JPA under the Agreement.

## **26.0 ASSIGNMENT BY CONTRACTOR**

26.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without thirty (30) calendar days' prior written notification to JPA, and any attempted assignment or delegation without such notification shall be null and void. For purposes of this Paragraph 26.1, JPA notification shall result in a written amendment to the Agreement, which is formally approved and executed by the parties named in the notification, and which may be executed by the Los Angeles Regional Crime Laboratory Facility Management Committee, in JPA's sole discretion, on behalf of the JPA. Contractor's assignment or delegation of its duties under this Agreement shall grant the Los Angeles Regional Crime Laboratory Facility Management Committee the exclusive right to approve or disapprove the continuation of this Agreement based on said assignment and delegation by Contractor.

26.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written notification to JPA in accordance with Paragraph 26.1 of this Exhibit.

## **27.0 INDEPENDENT CONTRACTOR STATUS**

27.1 The Agreement is by and between JPA and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between JPA and Contractor. The employees and agents of one party shall not be, or be construed to be, the

employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.

- 27.2 JPA shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 27.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of JPA. JPA shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 27.4 Contractor shall provide to JPA an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E1) for each of its employees performing Work under the Agreement. Such agreements shall be delivered to the JPA Project Director.

#### **28.0 RECORDS, AUDITS AND PUBLIC RECORDS ACT**

- 28.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that JPA, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement; provided that JPA's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. Should the examination and audit be performed by a non-JPA entity or should a non-JPA entity be requested by JPA to review information received pursuant to an audit or examination under this Paragraph 28.0 (Records and Audits and Public Records Act), Contractor may require the non-JPA examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Contract shall limit the non-JPA entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of JPA. All such material, including all financial records, time cards and other employment records, shall be kept and maintained by Contractor and shall be made available to JPA during the Term and for a period of five (5) years thereafter unless JPA's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide JPA with access to

such material at a mutually agreed upon location inside Los Angeles County, or (b) pay JPA for travel, per diem, and other costs and expenses incurred by JPA to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 28.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, then Contractor shall file a copy of such audit report with the Los Angeles County Auditor Controller and the JPA Project Director within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 28.3 If, at any time during or after the Term, representatives of JPA conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by JPA under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) days to review the findings contained in such audit and notify JPA of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) days of receipt of Contractor's objection to the findings contained in JPA's audit, on the amount of underpayment or overpayment, if any, by JPA to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the JPA Project Director and the Contractor Project Director. If Contractor fails to notify JPA of any objection it has to the findings of JPA's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by JPA. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that JPA's dollar liability for any such Work is less than payments made by JPA to Contractor, then the difference, together with JPA's reasonable costs of audit, shall be either repaid by Contractor to JPA by cash payment upon demand or, at the discretion of the JPA Project Director, deducted from any amounts due to Contractor from JPA. If such audit finds that JPA's dollar liability for such Work is more than the payments made by JPA to Contractor, then the difference shall be paid to Contractor by JPA, but in no event shall JPA's payments to Contractor exceed the Maximum Contract Sum.

#### 28.4 Public Records Act

- 28.4.1 Any documents submitted by Contractor, all information obtained in connection with the JPA's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to this Paragraph 28.0 (Records and Audits and Public Records Act); as well as those documents which were required to be submitted in response to any JPA solicitation used for this Agreement, become the exclusive property of



the JPA. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The JPA shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 28.4.2 In the event the JPA is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the JPA from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **29.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES**

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by JPA, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Jack Schweizer, Manager, Facilities Services Bureau, Sheriff's Department , 1800 Paseo Rancho Castilla, Los Angeles, CA 90032.

## **30.0 NO THIRD PARTY BENEFICIARIES**

Notwithstanding any other provision of the Agreement, Contractor and JPA do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Paragraph 30.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

## **31.0 MOST FAVORED PUBLIC ENTITY**

If Contractor's prices decline, or should Contractor, at any time during the Term, provide the same goods and substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any entity, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to JPA.

**32.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF CONTRACT**

Contractor shall have no claim against JPA for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify JPA and shall immediately repay all such funds to JPA. Payment by JPA for services rendered after expiration or termination of this Agreement shall not constitute a waiver of JPA's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

**33.0 WAIVER**

No waiver by JPA of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of JPA to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

**34.0 GOVERNING LAW, JURISDICTION, AND VENUE**

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

**35.0 FAIR LABOR STANDARDS**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

**36.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES**

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally as required by applicable laws and regulations without regard to or because of race, color, religion,



ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 36.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO certification.
- 36.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 36.3 Contractor certifies and agrees that it will deal with its bidders, or vendors as required by applicable laws and regulations without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.
- 36.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including:
  - 36.4.1 Title VII, Civil Rights Act of 1964;
  - 36.4.2 Section 504, Rehabilitation Act of 1973;
  - 36.4.3 Age Discrimination Act of 1975;
  - 36.4.4 Title IX, Education Amendments of 1973, as applicable; and
  - 36.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

- 36.5 Contractor shall, with reasonable notice and during regular business hours, allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 36.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Paragraph 36.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County,

constitute a material breach of the Agreement upon which County may immediately terminate the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Subparagraph 36.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to the Dispute Resolution Procedures.

### **37.0 SEVERABILITY**

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

### **38.0 RIGHTS AND REMEDIES**

The rights and remedies of JPA provided in any given Paragraph, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under this Agreement, at law, or in equity.

### **39.0 FACSIMILE**

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, JPA and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

\* \* \* \* \*

**EXHIBIT B**  
**STATEMENT OF WORK**

**HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT  
MAINTENANCE AND REPAIR SERVICES  
AT THE  
HERTZBERG-DAVIS FORENSIC SCIENCE CENTER**

## STATEMENT OF WORK

### HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT MAINTENANCE AND REPAIR SERVICES HERTZBERG-DAVIS FORENSIC SCIENCE CENTER

#### 1. **SCOPE OF WORK**

CONTRACTOR shall provide repairs, including all Original Equipment Manufacturer (OEM) parts, materials and labor, general maintenance and inspection services, preventative maintenance and inspection services, and emergency/unscheduled repair services for the equipment listed in Exhibit C Equipment List and Price Schedule and Exhibit D, Maintenance Schedule.

The inspection, maintenance and repair services are for the air handlers, split systems, humidifiers, exhaust fans, pumps, boilers, cooling towers, and chillers for the Heating, Ventilation and Air Condition (HVAC) equipment. The HVAC equipment is located at the Hertzberg-Davis Forensic Science Center (HDFSC) at 1800 Paseo Rancho Castilla, Los Angeles, California 90032.

Contractor shall maintain all equipment according to manufacturer's specifications for the Term of this Agreement, including the Original Term and all Option Terms.

#### 2. **BACKGROUND**

The Hertzberg-Davis Forensic Science Center is a relatively new building. It was completed and handed-over to the Los Angeles Regional Crime Laboratory Facility Joint Exercise of Power Authority (JPA) in July 2007. The JPA is a joint exercise of power authority established pursuant to Government Code Section 6500 et seq. The County of Los Angeles, the City of Los Angeles, and the Trustees of the California State University are the constituent members.

The HVAC equipment was new when installed in the HDFSC. In order to ensure that the HVAC equipment continues to operate efficiently, the equipment must be repaired immediately when requested and regularly maintained.

### **3. QUALITY ASSURANCE PLAN**

The JPA will evaluate Contractor's performance under this Agreement using the quality assurance procedures defined in the Agreement.

#### **3.1 Review of Maintenance and Inspection Records**

On a quarterly basis, Contractor shall submit to JPA Facility Manager Contractor's maintenance and inspection records under this Agreement. The records shall include date of maintenance and inspections, problem(s) identified, and corrective action taken. JPA Facility Manager shall review all records to ensure that JPA's requirements are being met.

#### **3.2 Review of Repair and Emergency Repair Records**

On a quarterly basis, Contractor shall submit to JPA Facility Manager Contractor's repair and emergency repair records. The records shall include dates and times of JPA notification for repairs, dates and times of Contractor responses to repair calls, problem(s) identified and corrective action taken, including description of parts used.

#### **3.3 Performance Evaluation Meetings**

Contractor and JPA Facility Manager shall meet at the least on a quarterly basis and more frequently if deemed necessary, at the sole discretion of the JPA Facility Manager. In the event that a contract discrepancy is identified by JPA Facility Manager, then the meeting shall be scheduled within five (5) days to discuss the problem.

Written records of each meeting shall be prepared by JPA Facility Manager, or designee, stating the issues discussed, problems resolved, problems not resolved and pending, and possible future issues. The report must be reviewed and approved by Contractor Project Director. In the event that Contractor does not concur with any part of the report, then Contractor shall submit a written response to JPA Facility Manager within ten (10) days of receipt of the report. JPA Facility Director shall review both documents and make a determination, which will be considered final.

### **3.4 Observations**

JPA personnel, in addition to departmental contracting staff, may observe performance, activities, and review documents relevant to this Agreement at any time during normal business days, Monday through Friday, within the hours of 7:00 a.m. to 4:00 p.m. However, these personnel may not unreasonably interfere with Contractor's performance of services under this Agreement.

## **4 GENERAL RESPONSIBILITIES - CONTRACTOR**

### **4.1 General**

- 4.1.1 Contractor shall provide four (4) quarterly inspection and preventative maintenance services and one (1) comprehensive annual inspection and maintenance service each year for all equipment listed in Exhibit C, Equipment List and Price Schedule, and as specified in Exhibit D, Maintenance Schedule. Contractor's Project Manager shall coordinate work schedules for such services with JPA Facility Manager on an annual basis. Within ten (10) days after the Effective Date of the Agreement, Contractor shall prepare a written annual inspection and maintenance schedule, specifying the day and the time each month, and submit it to JPA Facility Manager. All changes to the schedule shall be in writing and must be approved by JPA Facility Manager.
- 4.1.2 Contractor shall provide non-emergency repair and general maintenance services during normal working hours (7:00 a.m. to 4:00 p.m.), Mondays through Fridays. A non-emergency repair service occurs when the Equipment's problem is such that the Equipment and air conditioning system can continue to function without immediate repair; however, the problem needs to be corrected in a timely manner before the problem becomes an emergency. Routine repairs could either be the result of JPA Facility Manager contacting Contractor when problems arise or condition discovered by Contractor while performing the quarterly or annual inspection and maintenance services. Contractor must respond to non-emergency calls within twenty-four (24) hours of notification by JPA Facility Manager.
- 4.1.3 Contractor shall provide emergency services twenty-four (24) hours a day, seven (7) days a week, including holidays. An emergency



service is required when the problem with the equipment could cause it to break down and potentially cause disruption to the air conditioning system if the repair is not made immediately. Emergency repairs could either be the result of JPA Facility Manager contacting Contractor when problems arise, or problems discovered by Contractor while performing quarterly or annual inspection and maintenance services. Contractor must respond to all emergency calls within five (5) hours of notification by JPA Facility Manager.

- 4.1.4 Contractor shall provide live telephone consulting services to JPA Facility Manager, when needed, twenty-four (24) hours a day, seven (7) days a week, including holidays.

#### 4.2 Contractor's Personnel

##### 4.2.1 Project Manager

Contractor shall provide a full-time project manager or designee who will act as Contractor's liaison to the Department and who will be responsible for the day-to-day management of the Agreement. Specifically, the Project Manager will be responsible for the following:

1. Full authority to act for Contractor on all matters relating to the daily operation of the Agreement.
2. Be available by telephone twenty-four (24) hours a day, seven (7) days a week, including holidays, to discuss technical requirements and/or matters relating to the Agreement.
3. Be able to read, write, speak and understand English.
4. Ensure that Contractor will be able to provide qualified, certified and trained electricians, technicians and other support staff to provide all emergency, routine and preventative maintenance services on the Equipment, within the required response times.

**4.2.2 Contractor's staff providing services under this Agreement must have the following qualifications:**

1. Must comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and maintain all required licenses and permits. Contractor shall make such licenses and permits available to JPA Facility Manager prior to beginning work under the Agreement, and as they are renewed, and/or employees get assigned to provide services hereunder.
2. Must be able to understand and speak English.
3. Must adhere to all JPA and facility rules and regulations, including traffic safety and security regulations.
4. Must possess identification that includes employee's name, date of birth, employee number and photograph.

**4.3 Contractor Furnished Items**

Contractor must provide only Original Equipment Manufacturer (OEM) parts for all equipment components, and related supplies. Any substitutions must be pre-approved by JPA Facility Manager.

**5. GENERAL MAINTENANCE SERVICE REQUIREMENTS**

Contractor shall provide the following maintenance and inspection services for all equipment pursuant to the schedule established under Subparagraph 4.1.1 of this Statement of Work and Exhibit D, Maintenance Schedule:

- 5.1 Clean all units of the equipment;
- 5.2 Check and record operation conditions of all equipment;
- 5.3 Identify maintenance/service needs;
- 5.4 Conduct all manufacturer required and all manufacturer recommended routine maintenance;
- 5.5 Log and report repairs and/or parts that are replaced;

- 5.6 Provide the coolant and oil and change oil as necessary, and be responsible for the disposal of these items, according to Federal, State and local regulations.

Contractor's certified technicians shall perform leak detection activities and other services, where necessary, including the use of storage and recycling equipment, as appropriate, in order to ensure compliance with the Clean Air Act and other Federal, State and local regulations regarding items containing Chloro Fluoro Carbon (CFC) and Hydro Chloro Fluoro Carbon (HCFC) refrigerants.

**6. ANNUAL SCHEDULED MAINTENANCE AND SERVICE REQUIREMENTS**

- 6.1 Contractor shall provide the maintenance and inspection services for all equipment pursuant to the schedule established under Subparagraph 4.1.1 of this Statement of Work and Exhibit D, Maintenance Schedule.
- 6.2 Upon completion of the annual inspection and maintenance of the Equipment and automated control system, Contractor shall prepare a comprehensive report on the condition of the Equipment and related components, maintenance services provided, repairs completed and recommendations for additional repairs, changes and/or modification to the system. Such report shall be submitted to the JPA Facility Manager within ten (10) days of completion of annual inspection and maintenance service.

**7. EMERGENCY / UNSCHEDULED REPAIR SERVICES AND COST OF PARTS**

- 7.1 Any emergency or unscheduled repair services not covered by Paragraph 5, General Maintenance Service Requirements, and Paragraph 6, Annual Scheduled Maintenance and Service Requirements above shall be provided by the Contractor at the rate stated in Exhibit C, Equipment List and Price Schedule, Part III.
- 7.2 The cost of parts required for repair services specified in this Paragraph 7, Emergency/Unscheduled Repair Services and Cost of Parts, shall be charged at a price not exceeding the wholesale price plus a percent (%) surcharge rate stated in Exhibit C, Equipment List and Price Schedule, Part III.

**8. DAYS AND HOURS OF OPERATION**

- 8.1 Contractor shall provide routine monthly and annual inspections and maintenance services and non-emergency repairs on Monday through Friday during normal working hours (7:00 a.m. through 4:00 p.m.) excluding holidays. Contractor must follow the written schedule submitted to JPA Facility Manager established pursuant to Subparagraphs 4.1.1 and 4.1.2 of this Statement of Work. JPA Facility Manager shall have the right to make any changes to the schedule.
- 8.2 All emergency repair and unscheduled repairs shall be on a twenty-four (24) hours a day, seven (7) days a week basis, including holidays, pursuant to Subparagraph 4.1.3 of this Statement of Work.

**9. REPORTING REQUIREMENTS**

Contractor shall maintain records of all inspections, repairs, maintenance and service performed on the Equipment. The records shall include, but not be limited to, date of service, service provided, problem(s) discovered and recommended corrective action, and/or corrective action taken. These records shall be made available to JPA on a quarterly basis and upon JPA request. All such reports shall be submitted to the JPA Project Manager no later than the tenth working day of the following quarter.

**10. CRIMINAL BACKGROUND INVESTIGATION FOR ALL CONTRACTOR AND SUB-CONTRACTOR EMPLOYEES ASSIGNED**

- 10.1 This Paragraph describes the security screening required of all employees providing services of this Agreement. The final decision as to suitability of an employee rests with the JPA. The entire screening process is subject to change at any time, at the discretion of the JPA.
- 10.2 The Sheriff's Department, on behalf of the JPA shall perform a security check of all Contractor's employees. It will consist of a review of an application questionnaire, interview, and a check of law enforcement records. At the discretion of the JPA, the security screening may also include other processes as deemed necessary. All Contractor's applicants must submit a "Security Clearance Form" at Attachment 1 to this Exhibit B and successfully pass the JPA's screening process prior to being placed on an assignment at a JPA work site. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless of whether the Contractor's staff passes or fails the background investigation.

- 10.3 Contractor will present a valid California Driver's License and other identification means which positively identifies the named employee.
- 10.4 Applicants may be provisionally approved pending results of this process at the JPA's sole discretion. All disqualifying information is confidential and not available for review by Contractor or applicants.
- 10.5 Employees who have been involved in any of the following **will not be** accepted:
  - 10.5.1 Any felony conviction;
  - 10.5.2 Any sexual misconduct conviction;
  - 10.5.3 Any military conduct that involved dishonorable discharge, bad conduct, or an undesirable discharge;
  - 10.5.4 Any pattern of irresponsible behavior including but not limited to unreasonable driving, or employment record.

LOS ANGELES REGIONAL CRIME LABORATORY FACILITY  
JOINT EXERCISE OF POWERS AUTHORITY

CONSTRUCTION & MAINTENANCE WORKER SECURITY CLEARANCE

1. EMPLOYEE ELIGIBILITY CRITERIA:

The final decision as to suitability of an employee rests with the Sheriff's Department. The entire screening process is subject to change at any time, at the discretion of the Sheriff's Department.

- a. Contractor shall present copies of a worker background and waiver form, valid California Driver's License and Social Security Card of each employee as requested.
- b. The Sheriff's Department shall perform a security check of all Contractor employees. It shall consist of the review of a background and waiver form and a check of law enforcement records. At the discretion of the Sheriff's Department, the security screening may also include other processes as deemed necessary. All Contractor applicants must successfully pass the Sheriff's Department screening process prior to being allowed access to the work site.
- c. All disqualifying information is confidential and not available for review by Contractor or applicants.
- d. Persons under the age of eighteen (18) will not be allowed to work inside secured areas.
- e. Requirements for entry into the facility. Contractor employees must meet all requirements for admission:
  - Employee has **NOT** had a felony conviction.
  - Employee has **NOT** had a sexual misconduct conviction.
  - Employee has **NOT** been convicted of a weapons law violation.
  - Employee is **NOT** currently on probation or parole.
  - All cases wherein a person has been incarcerated in a County Jail will be evaluated on an individual basis.

2. SEARCHES:

All outside vendors and/or their representatives are subject to search prior to entering and at any time. This shall include, but not be limited to:

- Persons
- Tool Boxes
- Vehicles
- Lunch Boxes
- Any Item Or Container That Is Capable Of Holding Contraband

3. CONTRABAND:

For the purposes of this document, contraband is defined as anything that is unlawful to possess or any item that the Sheriff's Department does not feel is appropriate. The Sheriff's Department shall have sole authority for determining what constitutes contraband.

4. TOOLS:

Accountability of all tools and equipment brought into the facility rests with each individual employee. The individual employee shall be responsible for supplying a detailed inventory list of all tools, equipment and supplies that are to be taken inside the facility. The individual employee shall also be responsible for verifying that all tools and supplies that are to be taken inside the facility are properly marked. The list will be given to a representative of the Sheriff's Department prior to being allowed in the facility. The Sheriff's Department representative will check the list for accuracy prior to allowing entry. The employee may be required at any time while on the facility, to account for all items listed on the inventory list.



LOS ANGELES REGIONAL CRIME LABORATORY FACILITY  
JOINT EXERCISE OF POWER AUTHORITY

CONSTRUCTION & MAINTENANCE WORKER SECURITY CLEARANCE

I have read and understand the above laws and regulations and will fully abide by them. I will cooperate fully with the Sheriff's Department, and I authorize the Sheriff's Department to access any criminal history information systems pertaining to my background.

Social Security # \_\_\_\_\_

Name<sub>(Print)</sub> \_\_\_\_\_

Drivers Lic. # \_\_\_\_\_

Name<sub>(Signature)</sub> \_\_\_\_\_

Age \_\_\_\_\_ DOB \_\_\_\_\_

Date This Document Signed \_\_\_\_\_

Hair Color \_\_\_\_\_ Eye Color \_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_

# **EXHIBIT C**

## **EQUIPMENT LIST AND PRICE SCHEDULE**

EXHIBIT C1 - EQUIPMENT LIST AND PRICE SCHEDULE

I. EQUIPMENT LIST

EQUIPMENT	MANUFACTURER	MODEL NUMBER	SIZE/TONNAGE	QUANTITY
Air Handlers	Haakon	AIR PAK	120-175 Ton	4
Air Handlers	Haakon	AIR PAK	30 Ton	1
Split System	Sanyo	CL1852	1-5 Ton	2
Split System	Leibert	DD074A	1-5 Ton	2
Exhaust Fans	Cook	402OMXU	35,000 CFM	6
Exhaust Fans	Cook	150-195 ACE	100-1000 CFM	11
Pumps	Bell & Gossett	VSC-BF		11
Pumps	Taco/Paco	1911B1E1		3
Boilers	Cleaver Brooks	FLX-700-450	4500 MBH	3
Boiler	Copper Fin II Lochinvar	CFN1261PM	1,260,000 BTU	1
Cooling Towers	Evapco	REP217514		3
Heaters		HSB108S01		3
Chillers	York	YKADADP4-CJF	300 Ton	3
Air Compressor	Quincy	QR07DT2400016		1
Side Stream Filter System	LAKOS	TCX-052-5SRVPE		1
Domestic Booster System	Synco Flo	250VFD30P		1
Vacuum System	Dekker Vacuum Tech	VMX0153KA2		1
Variable Frequency Drive	Toshiba	VT130Q7U4750B		15
Automated Control system	Johnson Controls	Metesys		1

II. PRICE SCHEDULE

	Year (1) 2012-13	Year (2) 2013-14	Option Year (1) 2014-15	Option Year (2) 2015-16	Option Year (3) 2016-17	Total
HVAC Maintenance & Repair Services - see Exhibit D for Maintenance Schedule	\$85,053.00	\$87,179.00	\$89,358.00	\$91,592.00	\$93,862.00	\$447,064.00
Contingency Funding for Emergency/Unscheduled Repair Services	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$150,000.00
					Maximum Contract Sum	\$597,064.00

III. LABOR & PARTS RATES FOR EMERGENCY/UNSCHEDULED REPAIR SERVICES

	HVAC Technician	HVAC Specialist
Straight time	\$98.00	\$110.00
Overtime	\$137.00	\$154.00
Double/Holiday	\$167.00	\$187.00
Truck Charge	\$65.00	\$65.00
Parts	Wholesale plus 20%	

## **EXHIBIT D**

### **MAINTENANCE SCHEDULE**

**EXHIBIT D - MAINTENANCE SCHEDULE**

<b>Description</b>		<b>Maintenance Schedule</b>	
<b>Air Handler Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>
	Check chilled water and hot coil condition	X	
	Check control set points	X	
	Check operational safeties and control devices	X	
	Check condensate pan and drain	X	
	Clean condensate pan and drain		X
	Clean condenser and evaluator coils		
	Check blower drive condition	X	
	Check for proper fan rotation	X	
	Check blower alignment	X	
	Check electrical connections	X	
	Lubricate bearings		X
	Flush drain lines		X
	Add algae tabs		X
	Wash chilled and hot water coils		X
	Change pre filters	X	
	Change box filters		X
<b>Description</b>		<b>Maintenance Schedule</b>	
<b>Split System Air Handler / Fan Coil Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>
	Check air handler mounting and vibration	X	
	Check blower motor mounting	X	
	Check blower pulley(s) for alignment and security to shaft	X	
	Check rotation	X	
	Oil or grease blower bearing if required		X
	Check Belts	X	
	Change Belts		X
	Inspect Coils	X	
	Check blower cage for dirt and debris	X	
	Check overall unit for signs of rust	X	
	Check drain pans and drain lines	X	
	Check thermostat	X	
	Check trap and level of drain from unit to main drain	X	
	Change Filters	X	
<b>Description</b>		<b>Maintenance Schedule</b>	
<b>Computer Room Unit Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>
	Check condenser operation	X	
	Check condensate system	X	
	Check for unusual vibration or noise	X	
	Check operational safeties & control devices (TXV, Solenoid Valves, etc.)	X	
	Check system charge	X	
	Check compressor mounting brackets	X	
	Check suction line insulation for wear and breaks	X	
	Check belts	X	
	Change belts		X
	Check trap and level of drain from unit to main drain	X	
	Flush drain lines		X
	Add Algae tabs		X
	Check heat elements/safeties	X	
	Check thermostat / controllers	X	
	Check Coils	X	
	Change air filters	X	
<b>Description</b>		<b>Maintenance Schedule</b>	
<b>Heater Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>
	Check heater fins for dirt	X	
	Blow down heater coils		X
	Check heater fan rotation	X	
	Check all heater fan motors and lubricate	X	



**EXHIBIT D - MAINTENANCE SCHEDULE**

<b>Description</b>	<b>Maintenance Schedule</b>	
	<b>QUARTERLY</b>	<b>ANNUALLY</b>
<b>Cooling Towers / Closed System Coolers Scope</b>		
Blow down tower basin		X
Check oil level in gear box	X	
Observe general operation and note needed repairs	X	
Check and adjust belts	X	
Change belts		X
Lubricate motor bearings		X
Inspect and clean strainer		X
Exercise all valves		X
Inspect for leaks at flanges and fittings	X	
Inspect inside of tower, check for signs of corrosion	X	
Calibrate and clean controls	X	
Check all guard panels for safe condition	X	
Check fan rotation and condition	X	
Check bearings and lubrication	X	
Check fan motor condition	X	
Check and lubricate pumps	X	
Pressure wash and descaling of fill, sump and basin		X
Check starter coil	X	
Check pump operation	X	
Check media	X	
Inspect sump and basin	X	
Check VFD's for proper operation	X	
Clean VFD enclosures and replace cooling fan filters	X	
Check electrical contacts	X	
Check electrical connections	X	
Inspect eliminators	X	
Inspect water level and float operation	X	
<b>Description</b>	<b>Maintenance Schedule</b>	
	<b>QUARTERLY</b>	<b>ANNUALLY</b>
<b>Boilers Scope</b>		
General check of operation, gas or water leaks	X	
Check and clean burner assembly	X	
Observe general operation and note needed repairs	X	
Inspect flue and/or flue damper		X
Check ignition assembly	X	
Inspect condition of refractory	X	
Test low water cut-out	X	
Insure all panels are secure on unit	X	
Inspect pilot for proper positioning	X	
Check manifolds for signs of leakage	X	X
Check relief valve	X	
Check boiler safeties, limits, and settings	X	
Check boiler controls	X	
Check expansion tank and water level	X	
Check fuel shutoff	X	
Check gas pressure regulator		X
Check heat exchanger surfaces	X	
Check all electrical connections		X
Check makeup water and dual pressure unit and adjust	X	
Clean and Brush Tubes		X
Remove and Reassemble Heads		X
Drain water		X
Monitor SCAQMD Rule 1146, Emissions Test, Tune-up and report	X	

**EXHIBIT D - MAINTENANCE SCHEDULE**

<b>Description</b>		<b>Maintenance Schedule</b>		
<b>Chiller Inspections Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>	
	Start, Check and Log all operating conditions	X		
	Inspect chiller and make adjustments if required	X		
	Cycle operating controls	X		
	Leak Check per EPA Requirements		X	
	Notify if any leaks are detected		X	
	Provide documentation of EPA procedures		X	
	Check crankcase heater operation	X		
	Take oil samples for analysis		X	
	Perform annual services		X	
	MegaOhm compressor windings		X	
	Change all oil and refrigerant filters		X	
	Service Starter - clean, check and tighten		X	
	Check coolant level in drives and add if necessary		X	
	MegaOhm Motor		X	
	Check and Calibrate all operating and safety controls	X		
<b>Description</b>		<b>Maintenance Schedule</b>		
<b>Circulating Pump Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>	
	Check mechanical seal	X		
	Check and lubricate motor and pump if required	X		
	Observe general operation and note needed repairs	X		
	Check for bearing noises	X		
	Check motor pump, mounting, coupling	X		
	Check coupling guard for safe condition	X		
	Check wiring and conduit leading to pump assembly	X		
	Inspect for leaks at flanges and fittings	X		
	Check bearings for noise or heat	X		
	Check starter and contactor	X		
	Check attached piping insulation	X		
	Check and record suction pressure	X		
	Check and record discharge pressure	X		
	Check operation of pressure gauges	X		
	Check general condition for rust	X		
	MegaOhm Motor		X	
<b>Description</b>		<b>Maintenance Schedule</b>		
<b>Variable Frequency Drives Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>	
	Clean and inspect & tighten all electrical connections	X		
	Check disconnect for loose connections/burned contacts	X		
	Blowout drive with dry nitrogen	X		
	Check operation of cooling fans	X		
	Replace cooling fan filters	X		
	Test keypad functions	X		
<b>Description</b>		<b>Maintenance Schedule</b>		
<b>Exhaust/OSA Fans Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>	<b>SEMI</b>
	Lubricate vanes or dampers and check for operation	X		
	Check belt guard for safe condition	X		
	Observe general operation and note needed repairs	X		
	Check belts	X		
	Change belts on exhaust fan 1-6, 12, and 17		X	
	Change belts on exhaust fan 7-11 and 13-16			X
	Inspect fan wheel for dirt, deterioration and balance	X		
	Check fan scroll for tightness	X		
	Check and clean any inlet or discharge bird screens	X		
	Lubricate motors and bearings		X	
	Check motor and electrical connections	X		
	Check starter for contact point wear	X		
	Check overloads	X		
	Inspect and test controls	X		

**EXHIBIT D - MAINTENANCE SCHEDULE**

<b>Description</b>		<b>Maintenance Schedule</b>	
<b>Air Compressor and Air Dryer Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>
	Check compressor motor(s)	X	
	Check compressor pressure switch	X	
	Check automatic bleed valve and settings	X	
	Check pressure reducing station	X	
	Check intake filter	X	
	Check belt	X	
	Check pressure relief valve	X	
	Check cartridge type intake air filter	X	
	Check refrigerated air drier coil and clean if needed	X	
	Check oil separator/moisture separator	X	
	Check main line pressure	X	
	Change all air dryer filters		X
<b>Description</b>		<b>Maintenance Schedule</b>	
<b>Side Stream Filter System Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>
	Check and clean suction strainer basket	X	
	Check pump and motor for leaks	X	
	Check fuses and breakers in control panel	X	
	Check and verify pressure gauges	X	
	Check pressure relief valve	X	
	Check, close and open the manual valve on the purge line	X	
	Check, close and open the manual valve on the liquid recovery line	X	
	Check, open and close the manual pressure relief valve	X	
	Check and clean collector filter and strainer	X	
	Change out collector filter and strainer		X
<b>Description</b>		<b>Maintenance Schedule</b>	
<b>Domestic Water Booster System Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>
	Check mechanical seal	X	
	Check and lubricate motor and pump if required	X	
	Observe general operation and note needed repairs	X	
	Check for bearing noises	X	
	Check motor pump, mounting, coupling	X	
	Check coupling guard for safe condition	X	
	Check wiring and conduit leading to pump assembly	X	
	Inspect for leaks at flanges and fittings	X	
	Check bearings for noise or heat	X	
	Check starter and contactor	X	
	Check attached piping insulation	X	
	Check and record suction pressure	X	
	Check and record discharge pressure	X	
	Check operation of pressure gauges	X	
	Check general condition for rust	X	
	MegaOhm Motor		X
<b>Description</b>		<b>Maintenance Schedule</b>	
<b>Vacuum System Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>
	Check all bearing and lubricate in pumps	X	
	Check all bearing and lubricate in motors	X	
	Clean and replace inlet filters	X	
	Drain and fill the fluid reservoir, vacuum pump and heat exchanger	X	
	Clean seal fluid strainer	X	
	Change the spin-on filter (if installed)	X	
	Replace separator element if needed	X	
	Check oil in separator element oil return line	X	
	Check mechanical shaft seals for leakage or "weep"	X	

**EXHIBIT D - MAINTENANCE SCHEDULE**

<b>Description</b>		<b>Maintenance Schedule</b>	
<b>Controls Scope</b>		<b>QUARTERLY</b>	<b>ANNUALLY</b>
	Inspect control system operation	X	
	Inspect diagnostic monitoring and test plans	X	
	Check and calibrate as needed temperature sensors	X	
	Check and calibrate as needed pressure sensors	X	
	Check and calibrate control points for the chilled water system	X	
	Check and calibrate control points for the cooling tower system	X	
	Back-up database for each NAE	X	
	Develop list of deficiencies and improvements needed	X	
<b>Description</b>		<b>Maintenance Schedule</b>	
<b>Water Treatment Scope</b>		<b>MONTHLY</b>	<b>QUARTERLY</b>
	Furnish and apply water treatment chemicals	X	
	Maintain water treatment feeders and control equipment (see note 1)	X	
	Visit and submit a written field report at time of visit (see note 2)	X	
	Inspect systems for any new scale formation, organic growths and other visible foulants and propose corrective procedures as required	X	
	Physically clean spray cozzles, eliminators and tower interior (see note 3)	X	
	Submit corrosion coupon reports		X
	Replace corrosion coupons		X

Note 1: Any parts provided will be charged at the rate specified on Exhibit C, Sec III.

Note 2: The report is to summarize work completed, water conditions, observation of water side conditions.

Note 3: Services shall be provided on an as-needed basis.



**AGREEMENT FOR  
HVAC EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT**

(Note: This certification is to be executed and returned to JPA with Contractor's executed Contract. Work cannot begin on the Contract until JPA receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the Los Angeles Regional Crime Laboratory Facility Joint Exercise of Power Authority (JPA) to provide certain services to the JPA. The JPA requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the JPA, County of Los Angeles, or City of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the JPA by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the JPA, pursuant to any agreement between any person or entity and the JPA.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the JPA, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the JPA, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the JPA, County of Los Angeles, or City of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the JPA. In addition, I may also have access to proprietary information supplied by other vendors doing business with the JPA. The JPA has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in JPA work, the JPA must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the JPA. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_



Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the JPA. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the JPA, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or JPA employees who have a need to know the information. I agree that if proprietary information supplied by other JPA vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the JPA may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACT FOR  
HVAC EQUIPMENT MAINTENANCE AND REPAIR SERVICES**

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND  
CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to JPA with Contractor's executed Contract. Work cannot begin on the Contract until JPA receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the Los Angeles Regional Crime Laboratory Facility Joint Exercise of Power Authority (JPA) to provide certain services to the JPA. The JPA requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the JPA, County of Los Angeles, or City of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the JPA by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the JPA pursuant to any agreement between any person or entity and the JPA.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the JPA, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the JPA, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the JPA and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the JPA. In addition, I may also have access to proprietary information supplied by other vendors doing business with the JPA. The JPA has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in JPA work, the JPA must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the JPA. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the JPA. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all criminal records and all data and information pertaining to persons and/or entities receiving services from the JPA, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or JPA employees who have a need to know the information. I agree that if proprietary information supplied by other JPA vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the JPA may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_